

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>					1. REQUISITION NUMBER		PAGE 1 OF ____						
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>QMAA-JM-160017-D</b>		6. SOLICITATION ISSUE DATE  11/03/2016					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME David Feliciano Contract Specialist				b. TELEPHONE NUMBER (No collect calls) (202) 969-0415		8. OFFER DUE DATE/ LOCAL TIME  12/05/2016; 2:00 PM Eastern Time					
9. ISSUED BY <b>U.S GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICES LIGHT VEHICLES ACQUISITION BRANCH 1800 F STREET NW, FLOOR 3, HUB 3400 WASHINGTON, DC 20405</b>			CODE		10. THIS ACQUISITION IS		<input checked="" type="checkbox"/> <b>-UNRESTRICTED OR</b>		SET ASIDE: % FOR:				
					SMALL BUSINESS _____ HUBZONE SMALL BUSINESS SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  EDWOSB  <b>NAICS: SEE BELOW SIZE STANDARD SEE BELOW</b>						
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING						
							14. METHOD OF SOLICITATION <b>RFQ X</b> IFB		<b>RFP</b>				
15. DELIVER TO			CODE		16. ADMINISTERED BY <b>SEE BLOCK 9</b>								
<b>TO BE SHOWN ON INDIVIDUAL TASK ORDERS ISSUED UNDER ANY BPA AWARDED</b>													
17a. CONTRACTOR/ OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY							
						<b>To be shown on task orders issued under any BPA Awarded.</b>							
TELEPHONE NO.					18b. SUBMIT INVOICES TO ADDRESS BELOW IS CHECKED		SHOWN IN BLOCK 18a UNLESS BLOCK SEE ADDENDUM						
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<b>This RFQ is to establish Blanket Purchase Agreements (BPA) for Electric Vehicle Supply Equipment (EVSE) installed and/or uninstalled (as required) with Data Management Services available under several Multiple Award Schedules.</b>  <b>BPA Period of Performance- 1 Base Period with 4 Option Years</b>  <b>See Schedule B for Information on specific Schedules and Items</b>											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT (For Govt. Use Only)					

27a
☒ SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE NOT ATTACHED.

27b
CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS NOT ATTACHED. ADDENDA ARE X ARE NOT ATTACHED

28. <input checked="" type="checkbox"/> CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE  COPIES TO ISSUING OFFICE. CONTRACTOR AGREES  DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS		AND RETURN TO FURNISH AND ABOVE AND SPECIFIED	29. AWARD OF CONTRACT: REF. OFFER		
			DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	WHICH ARE	
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED
			<b>JEFFREY M. MEYERS</b>		

## **REQUEST FOR QUOTE (RFQ)**

**PLEASE READ REQUEST FOR QUOTE AND FOLLOW INSTRUCTIONS.**

### **SECTION A – GENERAL INFORMATION**

**Date:** November 3, 2016

**Classification Code:** 59

#### **TYPE OF ORDER**

The Government anticipates awarding multiple **BPAs** as a result of this solicitation. The Government may place Orders for the following contract types: Firm Fixed-Price and Time-and -Material/Labor Hour. In the event of a Time and Material/Labor Hour Order, the appropriate ceiling amount will be stated at the Order level. Separate funding will be provided for each Order. A Contracting Officer shall be the only individual authorized to issue Orders under the BPA(s).

**Solicitation Number:** RFQ QMAA-JM-160017-D

**Set-aside Status:** Unrestricted

#### **Contracting Office Address:**

U.S. General Services Administration  
Federal Acquisition Service  
Office of Acquisition Operations  
Light Vehicles Acquisition Branch (QMAAA)  
1800 F Street, Hub 3200  
Washington, DC 20405

This Request for Quotation (RFQ) solicits Electric Vehicle Supply Equipment (EVSE), EVSE with basic installation, and data services, but does not include installation services only. Offerors may submit responses for EVSEs with or without basic installation services based upon the category offered( Category 1 does not include installation services, Category 2 includes installation services), but cannot submit responses for basic installation services only. All CLINs containing networked EVSEs must at a minimum include twelve months of data services in the price of the hardware. CLINs 57-58 are a separate Category (Category 3) for data services after the first 12 months of network services have been provided. CLINs 57-58 have option year pricing—all other CLINs will have one price for the base period of performance and all option years. Pricing cannot exceed that of the underlying Federal Supply Schedule (FSS)Contract. This RFQ only applies to offerors awarded contracts under one of the following FSS:

**CATEGORY 1: EVSE (WITHOUT INSTALLATION):**

Firms must have EVSE awarded under one of the below SIN in order to be eligible for award under Category 1:

- Federal Supply Schedule 23V SIN 272 105 – New Technologies
- Federal Supply Schedule 51V SIN 105 002 – Hardware Store, Home Improvement Center, or MRO
- Federal Supply Schedule 56 SIN 206 3 – Alternative and Renewable Energy Solutions, including Solar Energy Systems and Solar Lighting, Fuel Cells, Wind Power
- Federal Supply Schedule 56 SIN 383 5 – Batteries and Battery Chargers, Including Rental

**CATEGORY 2: EVSE (WITH BASIC INSTALLATION SERVICES ONLY NOT TO INCLUDE ARCHITECTURAL AND ENGINEERING SERVICES -- INSTALLATION OFFERING IS MANDATORY):**

**THE BROOKS ACT SPECIFICALLY PROHIBITS ARCHITECTURE AND ENGINEERING (A&E) SERVICES FROM BEING PROCURED FROM A MULTIPLE AWARD SCHEDULE/GOVERNMENTWIDE BPAs. AS SUCH ONLY BASIC ELECTRICAL INSTALLATIONS ARE PERMITTED UNDER ANY BPA AWARDED UNDER CATEGORY 2.**

Firms must have EVSE and Basic Installation Services awarded under the below SINs in order to be eligible for award under Category 2 (both EVSE and Basic Installation Services are required to be available under the Firm's FSS Contract):

- Federal Supply Schedule 51V SIN 105 002 – Hardware Store, Home Improvement Center, or MRO
- Federal Supply Schedule 56 SIN 206 3 – Alternative and Renewable Energy Solutions, including Solar Energy Systems and Solar Lighting, Fuel Cells, Wind Power
- Federal Supply Schedule 56 SIN 383 5 – Batteries and Battery Chargers, Including Rental
- Federal Supply Schedule 51V SIN 105 003 – Hardware Store, Home Improvement Center, or MRO – Services – Offering basic Installation services not to include architectural and engineering services as an ancillary service to SIN 105 002 only
- Federal Supply Schedule 56 SIN 563 98 – Ancillary Services related to Building Materials/Supplies – Offering basic Installation services not to include architectural and engineering services as an ancillary service to SINS 206 3 and 383 5 only
- Federal Supply Schedule 56 SIN 412 51 – Installation and Site Preparation Services for Alternative Energy Solutions and Power Distribution Equipment – Offering basic

Installation services not to include architectural and engineering services as an ancillary service to SINS 206 3 and 383 5 only

**CATEGORY 3: ANCILLARY EVSE DATA SERVICES:**

Firms must have Ancillary EVSE Data Services awarded under the one of the below SINS in order to be eligible for award under Category 3:

- Federal Supply Schedule 23V SIN 272 105 – New Technologies
- Federal Supply Schedule 56 SIN 383 5 - Batteries and Battery Chargers, Including Rental
- Federal Supply Schedule 51V SIN 105 002 - Hardware Store, Home Improvement Center, or MRO

If an offeror has a contract under one of the aforementioned Federal Supply Schedule SINS by the closing date for this RFQ or for the specific products or services mentioned, the quote will be considered but the offeror must list the Federal Supply Schedule and SIN for their product offerings and provide supporting documentation that the products are available under their FSS Contract under the SIN(s) shown above.

**DEFINITIONS:**

The following definitions shall apply to any mention of the below terms throughout the solicitation:

Contract Line Item (CLIN) and Sub Contract Line Item (Sub-CLIN): For purposes of this RFQ a CLIN is a designation of specific types of EVSE or Specific Services as Attachment 1 has the line items in their totality. Award will be made by taking the lowest price technically acceptable CLIN per brand. Sub-CLIN includes a letter after the number (e.g., 2a is a sub-CLIN of CLIN 2). A CLIN includes all Sub-CLIN.

Electric Vehicle Supply Equipment (EVSE): The conductors, including the ungrounded, grounded, and equipment grounding conductors and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of delivering energy from the premises wiring to the electric vehicle as defined by the 2008 National Electric Code handbook article 625.2.

Federal Supply Schedule: Schedules of items managed by GSA. Agency Customers contract with pre-approved vendors and benefit from “most-favored customer” pricing with GSA Schedules (also referred to as Multiple Award Schedules (MAS) and Federal Supply Schedules (FSS)).

Networked Station: An EVSE that has access to a data network via cellular, ethernet, WIFI or some other form of connection. The network connects the station to a network of other stations making it visible on maps or other applications if desired to help users locate the unit. It also allows for the capture, collection and transmittal of vehicle-level data for the station owner

including but not limited to energy consumption, location, time, length of charging session, user id, usage and collection of payment.

Non-networked station: An EVSE that simply allows for the charging of the vehicle but does not allow data collection.

Gateway Charging Station: A charging unit that establishes a network connection that can be shared across non-gateway stations in order to provide data service for multiple stations in the same area through one master unit. One gateway station can connect with multiple non-gateway units of the same brand within the line of sight communication range. A vendor will provide the manufacturer's' minimum number of gateway stations required per non-gateway station in order for there to be network connectivity in a given location (usually up to 100 feet unobstructed line of site).

Non-Gateway Station: A networked charging station that operates in clusters with the presence of one gateway station of the same brand. Non-gateway stations must be supported by a gateway station to maintain connectivity to the data network (up to 25 depending on brand and installation site) within 100 feet (unobstructed line of sight). These stations tend to be less expensive than gateway stations but must be in proximity to at least one gateway station to be able to act as 'smart' stations.

Installation (as it applies to EVSEs for this solicitation): Basic installation of charging stations encompasses a multi-step process to connect the EVSE and, as defined here, includes a site survey, potentially permitting/inspection, as well as providing quotes to include materials, and labor. Installation shall be a turn-key solution that accounts for any electrical modifications and/or upgrades to the site and includes site preparation, assembling station units, affixing the station to its location (attaching unit to the wall or putting in the ground), establishing station network connectivity, and any other steps required to make the station fully functional and able to charge an electric vehicle and capture/transmit data (for those requiring data capture). Based on the requirements of the Brooks Act for solicitations containing architectural and engineering services, Installation for this solicitation can only be basic in nature and cannot include more complex architectural and engineering services as governed by 40 USC 1101-1104.

Site Survey (as it applies to this solicitation/EVSEs requiring installation): A site survey for EVSE includes, but is not limited to, determining the electrical capacity of the site, determining location of distribution or service lines and the required power supply for the type and quantity of charging stations, and helping to determine the best location for the installation if the customer-selected location is not ideal and the lowest cost spot. The Site Survey provided will be at no charge to the Government. The site survey will enable the firm to provide a quote for installation services of a non-complex nature (inclusive of hourly labor rates and cost of materials) and provided at the task order level for the relevant sub-CLIN in Attachment 1. The site survey shall only be for work deemed, "basic installation, not to include engineering or architectural services". The contractor is responsible for coordinating access to the area for the site survey to include any identification requirements.

Substitution (as it applies to this solicitation): replacement of a model when a previously awarded product becomes unavailable. The substitution must be of the same brand name and replace the old model that is no longer available. It must be at least equal to the product being replaced and at the same or lower price.

Level I EVSE: For the purposes of this solicitation, ‘Level I’ refers to a freestanding or mounted structure that delivers a 110/120V charge, replenishing an electric vehicle (EV) battery in 7-20 hours. Alternating Current (AC) Level I EVSE (AC Level I) is defined in Society of Automotive Engineers (SAE) International Standard J1772, as wall or pedestal mounted charging infrastructure with cordset designed to use 120-V AC input, and can typically add 4 to 6 miles of range to a light-duty EV per hour of charging time.

Level II EVSE: Freestanding or mounted structure capable of being networked and delivers a 208/240V charge, replenishing an EV battery in 2-5 hours. Alternating Current (AC) Level II EVSE (AC Level II) is defined in SAE Standard J1772, as wall or pedestal mounted charging infrastructure with cordset designed to use 208-V or 240-V AC input, and can typically add 10 to 20 miles of range to a light-duty EV per hour of charging time.

Direct Current (DC) Fast Charging EVSE: Freestanding or mounted structure capable of being networked that is designed to charge vehicles more quickly than level I or level II with an electrical output ranging between 40 kW – 120 kW delivering a charge of up to 480-V or 208-V AC input, and can typically add 50 to 90 miles of range to a light-duty EV in 30 minutes. CHAdeMO or Combined Charging System (CSS) connectors are acceptable options since the connector must work with federally awarded commercially available plug-in electric motor vehicles. These EVSE are included in CLINs 25-26 and 55-56 in Attachment 1.

Commercial vs. Home/Fleet EVSE: For purposes of the ‘Home/Fleet’ CLINs, these station types are more basic in nature and are designed to handle less complex usage and access requirements- they can only be accessed by certain users and are best in a secure area (also known as “behind the fence”). Commercial stations are capable of being configured and set to allow for complex access, visibility and pricing policies, allowing for the station owner to set his/her own policies such as allowing set users and groups to charge. Generally, Home/Fleet stations are less costly than commercial stations.

## **SECTION B – SCHEDULE OF ITEMS**

**B.1 CONTRACT LINE ITEMS (CLIN)** Refer to **Attachment 1** for specific Categories, CLINs and sub-CLINs as well as to provide your pricing quote. The solicitation Statement of Work (Section C) contains a complete description of requirements. GSA requires a complete package/charging station product for each CLIN, although assembly may be required upon delivery.

Pricing will be evaluated separately by CLIN to identify the offeror with the lowest price technically acceptable for each manufacturer/branded model per CLIN (evaluation will be as defined in Section F). Should an offeror not provide pricing for a particular CLIN, they will still be considered for their pricing submitted on any other CLIN. **Only the newest**

models per brand available at the time of the solicitation will be accepted. If particular model becomes unavailable at any point, offeror must provide equal or updated/replacement model at the awarded price or lower. Prices will remain firm fixed for the duration of the BPA, including all options periods. Future year pricing will be submitted only for data service CLINs (57-58) – See the Pricing Notes regarding data services. For all other CLIN, the pricing offered is for the full period of performance.

**Submit a separate price quote (ref. Attachment 1) for each brand name being quoted and identify the brand name being offered.**

Example: If a firm has under their FSS Contract Brand X and Brand Y and the firm wants to offer both Brand X and Brand Y they must submit a separate price quote (Attachment 1) for each brand being offered. The firm must identify on each price quote the brand being offered as shown in Attachment 1. All products or services offered must be available under the firm's GSA contract.

Firms must have a contract under one of the aforementioned Federal Supply Schedule SINs prior to the closing date for this RFQ for the specific products or services offered under the quote. The firm's quote will be considered as long as the offeror lists the Federal Supply Schedule and SIN for their product offerings and it is deemed relevant to the requirements and proof that the items are under contract for the appropriate SIN is provided prior to the RFQ closing date. **The firm must provide supporting documentation that the products/services offered are available under the firm's FSS Contract under the SIN stipulated above in order to be eligible for award.**

**B.2 PRICING NOTES** Each awarded CLIN shall include, but not be limited to, the charging unit head and all mounting hardware required to support the unit head, 12 months of service (for networked stations) as well as the cost of activation and assistance with user account set-up. The work will be awarded to the Branded product in the chosen CLIN that is the lowest priced technically acceptable (as defined in Section F). All offerors for CLINs with Basic Installation Services shall provide pricing of the basic installation at the task order level. Basic Installation Services will be evaluated by the purchasing agency Contracting Officer at the task order level. Attachment 1 is to be used as the template for all pricing submissions and as reference for the following additional pricing submission instructions:

- 1.) This RFQ requires a complete package/charging station product by CLIN, although assembly may be required upon delivery that contains CLINs inclusive of basic installation.
- 2.) All prices for CLINs containing networked stations shall be inclusive of the cost of account set up and activation by the offeror and the first 12 months of data services.
- 3.) Offeror shall provide a screenshot from GSA Advantage of products being offered under the quote to provide proof of existing offering on GSA Schedule or other proof that it is available under the firm's FSS contract (e.g. copy of a modification showing the



brand/model number is added to the contract and the price). This includes installation services for EVSE in appropriate CLINs.

4.) All offerors shall specify the length of the charging cord in column 'C' on the Category pricing sheet (Attachment 1).

5.) Offerors shall submit future year pricing for CLINs 57 and 58 ONLY. All other price quotes are required to be one price for the duration of any BPA awarded (base period and all options will have the same pricing).

Provide pricing for the CLINs and sub-CLINs in Attachment 1. Price is per unit, as identified. This RFQ is restricted to offerors with contracts awarded under the following Federal Supply Schedule (FSS) and SINs listed in the RFQ. **NOTE:** Schedule 23V SIN 252-105 specifically excludes installation services and cannot submit a quote for Category 2.

6.) For gateway CLINs a vendor will identify the manufacturer's' minimum number of gateway stations required per non-gateway station in order for there to be network connectivity in a given location.

7.) For Installation Services, the firm must state, via a separate page, what specific services and or additional items are awarded under the firm's GSA contract for the applicable SIN in question. The firm must provide supporting documentation for any items available under the contract this can include, as an example, Electrician services at 'x' per hour, junction box at 'z' price, breaker box at 'y' price, wire (gauge of wire) at 'x' dollar per foot, etc. Only those items available under the firm's contract can be offered under this BPA. **Failure to provide supporting documentation may result in the firm's quote for Category 2 to be rejected. If prices vary for installation services by brand being offered this must be substantiated in your firm's quote and supported in the MAS Contract Pricelist.**

8.) For Data Services (Category 3: CLINs 57 and 58) –Agencies purchasing Category 1 and 2 CLINs in which data services are included for the first 12 months (as defined in the SOW), may require additional data services and these CLINs will meet this requirement. Data Services shall begin one year after EVSE CLINs purchased under this BPA have been activated. The pricing for each year begins 12 months from the date of initial activation.

Example 1: If a customer agency purchases a level 2 networked bollard station on October 1, 2016, installed it on October 7, 2016 and activated it on October 15, 2016 , then Commercial Data Services Year 2 pricing would begin on October 15, 2017 (should these CLINs be purchased by the customer agency). Similarly, Commercial Data Services Year 3 pricing would begin October 15, 2018 and so on.

Example 2: If a customer agency purchases a level 2 bollard station on the last year of the BPA – it arrives on October 1, 2021 and has it installed under the BPA (or installs it with



its own personnel) on October 7, 2021 and data services begin on October 15, 2021 then Commercial Data Services Year 2 pricing would begin on October 15, 2022 (should they be purchased by the customer agency). Similarly Commercial Data Services Year 3 pricing would begin October 15, 2023 and so on – so pricing for the 5<sup>th</sup> year of Commercial Data Services in this instance would begin October 15, 2025 and conclude on October 14, 2026 – five years after the unit was installed and data services were activated.

Pricing for data services are for years 2 through 5 of the unit's activation not years 2 through 5 of any BPA awarded.

### **B.2.1 CATEGORY 1: EVSE (WITHOUT INSTALLATION):**

Quotes will only be considered from firms who have the below SIN(s) awarded under their FSS contract or the firm's quote will be rejected:

- Federal Supply Schedule 23V SIN 272 105 – New Technologies
- Federal Supply Schedule 51V SIN 105 002 – Hardware Store, Home Improvement Center, or MRO
- Federal Supply Schedule 56 SIN 206 3 – Alternative and Renewable Energy Solutions, including Solar Energy Systems and Solar Lighting, Fuel Cells, Wind Power
- Federal Supply Schedule 56 SIN 383 5 – Batteries and Battery Chargers, Including Rental

**B.2.2 CATEGORY 2: EVSE (WITH BASIC INSTALLATION SERVICES NOT TO INCLUDE ARCHITECTURAL AND ENGINEERING SERVICES -- INSTALLATION OFFERING IS MANDATORY)** Offerors shall submit basic installation pricing at the task order level to the purchasing agency Contracting Officer. The basic installation pricing will be evaluated by the purchasing agency Contracting Officer at the task order level.

Quotes will only be considered from firms who have the below SIN(s) awarded under their FSS contract. Firms must have both the EVSE unit and basic EVSE installation services available under their FSS contract or the firm's quote will be rejected:

- Federal Supply Schedule 51V SIN 105 002 – Hardware Store, Home Improvement Center, or MRO
- Federal Supply Schedule 56 SIN 206 3 – Alternative and Renewable Energy Solutions, including Solar Energy Systems and Solar Lighting, Fuel Cells, Wind Power
- Federal Supply Schedule 56 SIN 383 5 – Batteries and Battery Chargers, Including Rental
- Federal Supply Schedule 51V SIN 105 003 – Hardware Store, Home Improvement Center, or MRO – Services – Offering basic Installation services not to include architectural and engineering services

- Federal Supply Schedule 56 SIN 563 98 – Ancillary Services related to Building Materials/Supplies – Offering basic Installation services not to include architectural and engineering services
- Federal Supply Schedule 56 SIN 412 51 – Installation and Site Preparation Services for Alternative Energy Solutions and Power Distribution Equipment – Offering basic Installation services not to include architectural and engineering services as an ancillary service to SINs 206 3 and 383 5 only

**B.2.3 CATEGORY 3: ANCILLARY EVSE DATA SERVICES:** Quotes will only be considered from firms that have data services in the SIN(s) below awarded under their FSS contract. If the firm does not have Data Services awarded under their FSS contract the firm's quote will be rejected:

- Federal Supply Schedule 23V SIN 272 105 – New Technologies
- Federal Supply Schedule 56 SIN 383 5 - Batteries and Battery Chargers, Including Rental
- Federal Supply Schedule 51V SIN 105 002 - Hardware Store, Home Improvement Center, or MRO

## **SECTION C – STATEMENT OF WORK**

**Note to Offeror:** Offeror shall explicitly and completely identify any and all exceptions taken to the requirements of this specification on a separate sheet of paper and label it EXCEPTIONS TO RFQ QMAA-JM-160017-D. Drawings, literature, and any other information submitted with an offer do not constitute a stated or implied exception unless specifically identified in writing as an exception and accepted and implemented by an amendment to the solicitation or modification to a BPA. Any exception deemed acceptable by the Government shall be confirmed in writing and the exceptions deemed acceptable shall only apply to the specific item or requirement.

### **C.1.1 BACKGROUND**

In December 2010, Original Equipment Manufacturers (OEMs) introduced the first mass production battery electric and plug-in hybrid electric vehicles (PHEVs). As a result, federal agencies began factoring in these zero and low greenhouse gas emitting vehicles into their decision making processes regarding fleet composition as they acquired new vehicles. GSA awarded the first contracts for electric vehicles (EVs) in May 2011 and continues to do so today.

In 2007, Executive Order (E.O.) 13423 charged agencies with acquiring PHEVs when commercially available at a cost reasonably comparable, on the basis of life-cycle cost, to non-PHEVs. In 2009, Executive Order 13514 called on agencies to go further to reduce their carbon footprint by reducing petroleum consumption by 2% per year through FY2020. Department of Energy's Federal Energy Management Program (FEMP) guidance recommended achieving this by increasing the number of electric, hybrid electric and plug-in hybrid electric vehicles.

In 2015, Executive Order 13693 revoked E.O. 13423 and 13514 and mandated Federal Fleets beginning in FY16 to reduce per-mile greenhouse gas (GHG) emissions by 30% by 2025 from a 2014 baseline as well as meet specific reduction targets for intermediary years. The order goes further by mandating Federal agencies to increase the percentage of zero emission and plug in hybrid vehicle acquisitions in their fleets to comprise 20% of all new passenger vehicle acquisitions by 2020 and 50% of all new passenger vehicle acquisitions by 2025. It also says Agencies shall plan for appropriate charging or refueling infrastructure for zero emission vehicles and plug-in hybrid vehicles and look towards opportunities for ancillary services to support vehicle-to-grid technology. The Implementing Instructions published along with E.O. 13693 by the White House requires “that Agencies shall similarly procure charging stations and, where possible, infrastructure that will allow for vehicle level data reporting capabilities.” In order to help customer agencies meet the requirements of this new E.O., GSA Office of Fleet Management is seeking sources for level I, II and DC Fast Charging EVSE that allow for vehicle level reporting capabilities, where networked, with the goal to provide a government-wide BPA that offers the lowest price technically acceptable EVSE to federal agencies.

All offerors must be able to provide stations that can charge all commercially available electric vehicles awarded under GSA Contract.

#### **C.1.1.1 PERIOD OF PERFORMANCE**

The period of performance of the BPA(s) shall be from March 1, 2017 (or date of award, whichever is later) through February 28, 2018, with four (4) twelve month option years as shown below:

Base Period: March 1, 2017 (or date of award, whichever is later) through February 28, 2018

Option Period 1: March 1, 2018 through February 28, 2019

Option Period 2: March 1, 2019 through February 29, 2020

Option Period 3: March 1, 2020 through February 28, 2021

Option Period 4: March 1, 2021 through February 28, 2022

GSA shall provide the contractor notification of intent to exercise an option year 60 days prior to BPA expiration with the option being exercised 30 days prior to expiration of the BPA. The exercise of an option is unilateral on behalf of the Government.

#### **C.1.2 SCOPE**

GSA requires:

- (a) Level I EVSEs with the option of single or dual ports; wall or pedestal/bollard mounted; SAE J1772 compliant connector: 110/120V @ 10-20amps; operating in any environment in temperatures between -30 C to +50C ambient air temperature. A minimum output of 1.4kW; NEMA 4/6; indoor/outdoor rated; a minimum 12 months parts warranty.
- (b) Level II EVSEs with the option of single or dual ports; wall or pedestal/bollard mounted; SAE J1772 compliant connector; 208/240v @ 30 amps minimum; a minimum output of

- 3kW; stations capable of operating through cellular capabilities and a guarantee for connectivity for any networked station operating in any environment in temperatures between -30 C to +50C ambient . All charge ports on networked stations at a minimum shall have the ability to connect via cellular communications, OR Ethernet (if the customer specifies he/she has Ethernet near location of station), OR via WiFi. All Offerors shall list their type of connectivity in their responses; 12 months of data capture and storage capabilities to begin after installation. Shall include the option to purchase data capture and storage capabilities in out years; a minimum 12 months parts warranty.
- (c) DC Fast Charging EVSEs with connector and mount types as described in Attachment 1 CLINs 25-26 and 55-56; SAE J1772 Combined Charging System compliant connector and/or CHAdeMo compliant connectors; 208/480v @ 50 amps minimum; a minimum output of 24kW; capable of operating through cellular capabilities and a guarantee for connectivity for any station operating in any environment in temperatures between -30 C to +50C ambient. All charge ports on networked stations at a minimum shall have the ability to connect via cellular communications, OR Ethernet (if the customer specifies he/she has Ethernet near location of station), OR via WiFi. All Offerors shall list their type of connectivity in their responses; 12 months of data capture and storage capabilities for networked CLINs. Stations capable of network services in out years; a minimum 12 months parts warranty.
  - (d) Level I or Level II EVSE designated for Indoor Use. Indoor use stations adhere to the same standards for Level I and Level II stations listed here in part (a) and (b) but with limitations that prevent them from being used in outdoor settings. These limitations could include, but are not limited to, the inability to operate within the -30 C to +50 C ambient air temperature standards set for outdoor use stations, the inability to withstand rain or snow, and indoor-restricted mounting hardware. All charge ports on networked stations at a minimum shall have the ability to connect via cellular communications, OR Ethernet (if the customer specifies he/she has Ethernet near location of station), OR via WiFi. All Offerors shall list their type of connectivity in their responses.
  - (e) Data Services paid for in monthly installations for EVSE with network capabilities. The data services shall allow for the collection of vehicle-level transactional data and transmission of that data to a controlled access web based portal as outlined in section C.3.2 below. The first 12 months of data services must be included as part of the base price of the Category 1 and 2 units (where data services are required). Pricing for future years of data service is to be priced in Category 3. The firm must provide the brand name of services offered for the initial 12 months of data services.
  - (f) For offerors awarded a CLIN inclusive of basic installation services, when a customer agency issues an RFQ for these CLINs, the offeror shall coordinate with the customer agency to perform a site survey at the location where the units are to be installed **prior** to submitting their quote (prior to the closing of the RFQ). Failure to coordinate and perform the site survey will result in the offeror's quote to be rejected. This site survey will be at no cost to the Government since it is essential in order for the offeror to be able to properly quote the installation services required in the RFQ.

## **C.2.1 INDUSTRIAL & COMMERCIAL CODES & STANDARDS**

### **A. CANADIAN STANDARDS ASSOCIATION (CSA)**

Corporate Head Office, 178 Rexdale Blvd., Toronto, ON, Canada M9W 1R3, A standards development organization accredited both in Canada and the U.S.

**B. UNDERWRITERS LABORATORIES (UL)**

UL 2202- Standard for Safety of Electric Vehicle Charging System Equipment  
UL 2231- Standard for Safety of Personnel Protection Systems for EV Supply Circuits  
UL 2251- Standard for Safety of Plugs, Receptacles, and Couplers for EVs  
UL 2594- Standard for Electrical Vehicle Supply Equipment  
Ordering UL publications may be addressed to: Comm 2000 151 Eastern Avenue  
 Bensenville, IL 60106

**C.2.2 ORDER OF PRECEDENCE**

In the event of a conflict between the requirements of this RFQ and the references cited above in paragraph C.2.1, the requirements of either the Underwriters Laboratories Standards or the Canadian Standards Association take precedence. Nothing in this RFQ, however, supersedes applicable state and federal safety laws and regulations and the requirements set forth in the EVSE manufacturer's technical manuals. Any BPA awarded is subject to the contractual terms, conditions, and clauses contained in the underlying FSS contract.

**C.3 REQUIREMENTS**

The offeror shall have documented quality assurance processes to ensure compliance with all specification requirements including requirements established by reference, e.g., CSA or UL.

**The offeror shall attest that they are either UL or CSA certified by submitting their certification numbers.**

The offeror shall identify the respective make and model for each EVSE as well as the type of EVSE mounting configuration offered, such as wall or bollard/pedestal mounted and port quantity. The offeror shall provide the EVSE manufacturers' installation requirements and instructions for each mounting configuration offered. Installation of the EVSE by the Government shall not impede/limit/terminate any commercially offered warranties unless it can be determined that the EVSE was installed incorrectly by the Government.

For CLINs that do not include installation (Category 1), the EVSE delivery shall not exceed 60 days after receipt of order (ARO). See paragraph D.3 for delivery per category.

For CLINs that do include basic installation, the offeror shall provide details of their logistics plan to support the rapid deployment of the EVSE. The number of days to completion (delivery and installation) shall be provided in the offeror's site survey response. The offeror will not ship stations to the customers to store until installation. The offeror is responsible for the units until each unit is installed and properly activated at the customer location. The government will not accept or take possession of the EVSE prior to installation.

**C.3.1 SPECIFICATIONS**

The EVSE components, assemblies, and accessories to be delivered under any task order issued under any awarded BPA shall be standard or optional items available under the firm's FSS contract, which meet or exceed the requirements of this RFQ. All items shall be as represented in the manufacturer's technical data book. Special or mounted equipment shall be as represented in the equipment manufacturer's technical data. No removal, substitution, or alteration of the EVSE manufacturer's standard or optional components shall be made. Each offeror is required to offer all sub-CLINs under each CLIN for which they submit a quote. **The Offeror shall only offer the most current commercially available models of EVSE by brand as of the date of the issuance of this RFQ. Should a firm offer a product which is not the most current commercially available model of EVSE by brand at the date of the issuance of this RFQ the quote for the CLIN(s) in question will be rejected.** Open market items that are not available on the offeror's FSS contract and shown in the offeror's approved GSA Pricelist and/or on GSA Advantage will be rejected. For the duration of any BPA awarded, in the event of a substitution, the contractor agrees to provide the most current model at the same or lower price.

#### **C.3.1.2 CONFIGURATION**

The EVSE is intended for use in accordance with NFPA Article 70, National Electrical Code (NEC), as referenced in section C.2.1.

#### **C.3.1.3 EVSE ENCLOSURE RATINGS**

All EVSE, **except for those specified for Indoor Use**, shall be suitably rated for outdoor use, either NEMA Type 3R Indoor/Outdoor Rated (or equivalent), NEMA 4X (or equivalent) with an Operating Temperature ranging from -30 C to +50C ambient.

#### **C.3.1.4 EVSE ELECTRICAL RATINGS FOR LEVEL II EVSE CLINs**

The Level II EVSE shall be configured for operation on a range of voltages between 208-240VAC. +/-10%, 60 Hertz, Single and Multi-Phase. The EVSE shall be equipped with ground fault circuit interruption for personnel protection. The output amperage capacity shall be field configurable/selectable to match to the input configuration of the intended electric vehicle or other site limitations within the maximum limits and ratings of the SAE J1772 connector. Advanced (utility/revenue grade) metering equipped with current and potential (voltage) sensing shall be provided. The overall accuracy of the advanced power metering shall not exceed 2%.

#### **C.3.1.5 BASIC INSTALLATION (ONLY APPLIES TO CLINS UNDER CATEGORY 2)**

The Offeror awarded shall provide EVSE that is capable of wall or bollard/pedestal mounted installation as applicable.

Basic installation arrangements (including site planning, permitting/inspection, ancillary materials, and labor) shall be made by the awarded vendor and coordinated with the purchasing agency contact for CLINs under Category 2. Installation under this BPA shall NOT include engineering or architectural services. Pricing for installation shall be provided and evaluated at the task order level. The offeror shall make arrangements with the task order Contracting Officer and/or the purchasing agency contact to gain access to the site for a site survey prior to response to the task order RFQ. **At the task order level, if the firm quotes anything not available under**

the BPA for installation they shall identify those items as ‘open market’ in any quote sent to the customer agency. The customer agency will determine whether or not the quote is acceptable with open market items.

#### **C.3.1.6 ELECTRIC VEHICLE COMPATIBILITY**

The EVSE shall be compatible with all commercially available EVs. The EVSE communications architecture shall comply with the referenced SAE (J2293/2) publication in Section C.2.1. The vendor must ensure that the EVSE and EV interface is able to automatically initiate, regulate, and terminate charging events without intervention by the operator.

#### **C.3.2 DATA TRANSMISSION**

All networked EVSE shall be able to transmit data automatically without operator involvement to a web-based portal or network. The communication network must be a current standard sustainable network platform. IF the communication network becomes obsolete, the offeror shall ensure that the EVSE shall be upgraded to accommodate the new network at no cost to the Government. The offeror has 30 days to transition the network from the old network to the new network. There will be no loss of data. The EVSE must operate an open architecture platform that allows charging data to be communicated to EVSE owners by multiple network providers and payment mechanisms.

If the communication network is unavailable to transmit the data, the EVSE shall store the data until network connectivity is restored and be able to transmit stored data.

Data Transmission must be able to available via customer agencies gaining access to data for download via a secure website. Data download must be compatible with Microsoft Excel. Consolidated reporting broken down by customer agency and location is preferred but not mandatory. Only the customer agency and entity that owns their federal vehicle (e.g. GSA Fleet for vehicles leased to customer agencies from GSA Fleet) shall have access to their specific data. Any vendors that are awarded a CLIN with networked or data services for GSA Fleet leased vehicles shall be capable and willing to transmit data in a format as provided commercially under the firm’s Multiple Award Schedule Contract. The firm will provide a copy of the data formatting they provide under their Multiple Award Schedule Contract.

##### **C.3.2.1 TRANSACTIONAL DATA COLLECTION**

For each charging event the networked EVSE for each relevant Category shall collect vehicle level transactional data and transmit it to a controlled access web based portal. This web portal will be accessed by end user customer agencies and grouped to allow access for their superiors as well as GSA Office of Fleet Management for GSA Fleet leased vehicles--GSA Fleet requires vehicle level charging data for all GSA Fleet leased vehicles. The EVSE shall collect at a minimum the following information per charging session:

1. Vehicle/driver Identifier
2. Station Identifier
3. Port number (if more than one port or EVSE at a location)
4. Vendor Name
5. Location



- a. Address 1
  - b. Address 2
  - c. Address 3
  - d. City
  - e. State
  - f. Zip
6. Connect Start Date (MM/DD/YYYY)
  7. Connect Start Time (HH:MM:SS)
  8. Connect End Date (MM/DD/YYYY)
  9. Connect End Time (HH:MM:SS)
  10. Total Charging Time (HH:MM:SS)
  11. Total kWh Consumed
  12. Total Cost
  13. Time of Charging Pricing

### **C.3.2.2 DATA ACCESS MINIMUM REQUIREMENTS**

Data access and systems containing government data shall be compliant with the National Institute of Standards and Technology (NIST) security standards and guidelines, including guidelines on minimum requirements for federal information systems required as part of the Federal Security Management Act (FISMA) which defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats.

Publication Number: Special Publication 800-53 Revision 4 Title: Security and Privacy Controls for Federal Information Systems and Organizations Publication Date: 04/30/2013 • Final Publication ) <http://csrc.nist.gov/publications/PubsSPs.html>

- Related Information on CSRC: <http://csrc.nist.gov/publications/PubsSPs.html>
- Information on other NIST Computer Security Division publications and programs can be found at: <http://csrc.nist.gov/>

The online web based portal shall provide multiple levels of log-in credentials. The portal shall allow for multiple user log-ins, such as a separate log-in for super-user-level users to view all stations assigned to a certain agency/organization/group of stations, as well as a separate log-in for each station owner. The station owner shall have a means to view charging activities and a summary of activities by driver/vehicle ID. The awarded offerors shall establish a link between the individual charging event for each EVSE and the vehicle identifier provided by the federal agency (e.g., vehicle license plate number and/or VIN) to ensure charging data is captured at the individual vehicle level. The edits made to this data field must be captured, saved, and stored to be reflected in vehicle charging data. Vendors must provide the necessary training, support and service to the end user to ensure efficient and effective station activation without the intervention of GSA or a third party. This requirement only applies to EVSE purchased under any BPA awarded under this RFQ.

The Government reserves the right to cancel data services at any time for any reason. Pricing shall be prorated for that month of cancellation based upon the date data services were canceled..

Should future year Data Services not be ordered, the firm will not continue to provide data services once they expire. Should data services lapse, and the customer agency provides a task order for data services after the service has been turned off, the firm will accept the task order at the BPA price provided the firm still has a valid BPA issued under this RFQ.

### **C.3.2.3 DRIVER ACCESS**

The web based portal shall provide a means to control driver access and pricing policies<sup>1</sup> for an EVSE. An end user customer agency administrator shall be able to login to the web based portal and select specific drivers that may access a specific EVSE or group of EVSEs.

### **C.3.2.4 PAYMENT COLLECTION**

No credit card or payment information shall be required to be entered in order to access the charging station, create driver/vehicle account or access the data portal for Government-owned vehicles. It is assumed that all EVSEs purchased under any BPA awarded will be installed at federally owned or leased facilities. The Level II and DC Fast Charging networked EVSE (EVSEs in CLINs with data services) shall have capabilities to support and execute financial transactions. The offerors must accept at least one major credit card and/or debit card network provider (to include Visa, MasterCard, American Express, and Discover) for payment processing and must prove to be a certified member of the Payment Card Industry (PCI) and follow Data Security Standards (DSS).

The payment process may be via any of the following:

1. Magnetic strip reader
2. EMV chip reader
3. Contactless credit card
4. Radio-frequency identification (RFID)
5. Mobile application
6. Other

The Offerors shall list the type of credit card and/or debit card providers that are accepted by the network's payment processing gateway.

### **C.3.3 OPERATOR AND INSTALLATION MANUALS AND TRAINING**

One (1) OEM operator manual, installation manual and training materials shall be furnished with each EVSE ordered. If hard copy is not available, the offeror shall provide an online/pdf versions/link of all manuals for each EVSE purchased under any BPA awarded.

### **C.3.4 WARRANTY**

Warranty administration shall be the responsibility of the offeror.

#### **C.3.4.1 EVSE WARRANTY**

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<sup>1</sup> Pricing policies apply should the Government permit private Electric Vehicle charging at the Government-owned EVSE – which will provide information on fees per Kwh or other pricing information as required by the Government.

The offeror shall provide the EVSE manufacturer's commercial warranty for all parts and components required herein against parts failure or malfunction due to design, defective workmanship, and missing or incorrect parts, for a minimum period of 12 months from date of installation for Category 2 EVSE and 12 months from the date of receipt and acceptance of the EVSE for Category 1. If offeror receives, from any supplier or subcontractor additional warranty on the whole or any component of the EVSE, including any prorated arrangements, or the offeror generally extends to its commercial customers greater or extended warranty coverage, the Government shall receive corresponding warranty benefits. Labor, parts, shipping cost, per diem, and travel for warranted repairs to and from the unit's installed location shall be the responsibility of the offeror.

### **C.3.5 CUSTOMER SERVICE**

The offeror shall provide 24 hours per day and 7 days per week access to customer service via a toll free number with real time assistance for EVSE and data access systems. The offeror shall be equipped to address EVSE hardware issues and network/connectivity issues both remotely (via phone or internet) and on site by a qualified technician, as needed. The offeror shall provide detailed information describing their customer service access for each make and model of EVSE.

## **C.4 REPORTING REQUIREMENTS**

### **C.4.1 REPORTING REQUIREMENT TO GSA**

The offeror shall provide quarterly a list of all awards for the quarter broken down by Category and CLIN showing task order number, customer name, location where the EVSE was shipped and/or installed (City and State), CLIN(s) and sub-CLIN(s) awarded, number of units purchased, and total dollar value. The report is due to the BPA COR with a copy to the Contract Specialist identified in C.7.1 below on or before the 15th of the Month for the month after the quarter ends (January 15th, April 15th, July 15th and October 15th). The offeror will provide a cumulative total dollar value of all business under the BPA with each report. The COR has 30 days to review the report and ask for clarifications or additional information. After 30 days the report, unless otherwise indicated by the COR, will be considered accepted.

### **C.4.2 REPORTING REQUIREMENT TO CUSTOMER AGENCIES**

Reporting requirements for networked stations or Category 3 purchases, the firm will notify the customer agency's Task Order Contracting Officer (TO-CO) and Task Order Contracting Officer's Representative (TO-COR), in writing, at least 60 days prior to expiration of data service plans. The notification must include, as a minimum:

- the EVSE Identifier Information
- the location of the EVSE (city and state)
- the task order under which the data services are currently being provided
- The last day of service for each station

In addition to the above ONLY if the firm has been awarded a BPA under Category 3:

- A statement that if an order is not received prior to the expiration date that data services will be terminated
- The BPA pricing for the CLIN in question under Category 3 such that the TO-CO and TO-COR have this information available should they decide to purchase additional data services under the BPA

If the firm was not awarded a BPA inclusive of Category 3, the firm will not provide information for data services availability with their notification.

## **C.5 ORDER PLACEMENT**

For order placement agencies will follow the ordering procedures outlined in FAR 8.405-3(c). The lowest price technically acceptable per Category will be awarded for Categories 1 and 3. CLINs requested under Category 2 will require the offeror to conduct a site survey prior to award. The agency shall determine payment method prior to award.

When a solicitation is issued by the ordering activity, the BPA Holder must submit a breakout of materials and labor costs for Category 2. Firms can only respond to customer agency quotes for CLINs that the firm has awarded under the BPA.

Example 1: A firm who is awarded under Category 2 (which includes installation) cannot submit a quote for an RFQ which is requiring products under Category 1 (which excludes installation).

Example 2: A firm who is awarded CLIN 'X' under Category 1 for Model XYZ cannot submit an offer for CLIN 'Y' under Category 1 nor can they offer Model ABC under CLIN 'X' since Model ABC was not awarded to the firm under CLIN X.

If the firm responds to a quote and offers products/CLINs not awarded to the firm under the BPA the firm's quote must be rejected. Repetitive submission of quotes where the firm is offering products/CLINs not awarded to the firm under the BPA may result in the BPA being terminated.

## **C.6 RESTRICTION OF QUOTING PRODUCTS AND/SERVICES AT THE TASK ORDER LEVEL**

## **C.7 CONTRACT ADMINISTRATION**

### **C.7.1 POINTS OF CONTACT:**

Contracting Officer:  
Jeffrey Meyers  
1800 F Street NW Hub 3200  
Washington DC, 20405  
703-605-2951

Contract Specialist:  
David Feliciano  
1800 F Street NW Hub 3200  
Washington DC, 20405  
202-969-0415

Contracting Officer Representative  
Matthew Stockburger  
1800 F Street NW Hub 3200  
Washington DC, 20405  
571-447-8363

The GSA Contracting Officer is the only person authorized to make or approve any changes to any of the requirements of any BPA awarded and this authority remains solely with the Contracting Officer. In the event the offeror makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the price to cover any increase in cost incurred as a result thereof. All questions concerning any BPA awarded will be directed to the GSA Contracting Officer. The offeror shall contact the Contracting Officer with any questions regarding performance issues.

## **C.7.2 INVOICE SUBMISSION AND PAYMENT BY FEDERAL AGENCY**

Offerors doing business with GSA will need to supply their DUNS number to login to the system for invoice submission. If you do not have a DUNS number first obtain one at: <http://fedgov.dnb.com/webform>

Offerors doing business with other agencies must provide the funding/payment information required by the ordering agency necessary to execute a financial transaction.

Electronic Invoices shall be created by the vendor and include the following information:

- Name of vendor;
- Invoice date;
- Government Purchase order number, or other authorization for delivery of goods or services;
- Vendor invoice number, account number, and/or any other identifying number agreed to by contract and BPA Number;
- Description (including, for example, contract line number), price, and quantity of goods and services rendered;
- End customer name
- Shipping and payment terms;
- Tax Identification Number (TIN);
- Banking information;
- Contact name (where practicable), title and telephone number.
- Delivery Location/Installation Location

Hardcopy (paper) invoices will not be accepted.

NOTE: For orders placed by GSA, GSA shall determine payment method at time of award. Payment may be made via Government Purchase Order or via Government Purchase Card.

Specific Invoice Submission processes and requirements will be addressed at the task order level. Agency shall determine payment method at time of award. Invoices for monthly services shall be submitted **AFTER** services have been provided. Invoices will be sent directly to the ordering agency that submitted the order under any BPA Category awarded. Each agency that places orders under this BPA is responsible for their own billing. **GSA (unless GSA places the order)**

**is not to be billed for orders placed under this BPA.** At a minimum the offeror must be able to provide the following invoice documentations:

For hardware:

- Customer ID
- Invoice Number
- Invoice Date
- CLIN Number
- Device Serial Number
- Line Item Description
- Invoice Start
- Invoice End
- Quantity
- Line Item Price
- Total Price

For installation:

- Customer ID
- Invoice Number
- Invoice Date
- Invoice Start
- Invoice End
- CLIN Number
- Quantity
- Installation Date
- Line Item Description
- Line Item Price
- Total Price

For data service:

- Customer ID
- Station Identifier
- Station Address
- Invoice Number
- Invoice Date
- Invoice Start
- Invoice End
- Billing Activation Date
- Quantity
- Line Item Price
- Total Price

Data services must be provided prior to payment/billing. The Government will not accept or pay for services until they are received. For units in which the data service is turned-off, the billing will be prorated from the date the unit's data was turned off.

## SECTION D – TERMS AND CONDITIONS

### D.1 G-FSS-900-A CONTACT FOR CONTRACT ADMINISTRATION (JAN 1994)

Offerors are required to designate a person to be contacted for prompt contract administration.

NAME \_\_\_\_\_  
TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_ STATE \_\_\_\_\_  
EMAIL \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
FAX \_\_\_\_\_

### D.2 F-FSS-200-C DELIVERY—F.O.B. DESTINATION (MAY 1991)

Prices offered must cover delivery f.o.b. destination (FAR 52.247-34) to any point located within the 48 contiguous states and the District of Columbia, Alaska, Hawaii, and Puerto Rico and must consist of one price for the entire EVSE, which will include all components for the EVSE.

### D.3 TIME OF DELIVERY

Delivery is required as shown below. Delivery is not considered complete until all units are delivered (for Category 1) or all units are properly installed, activated, and tested and accepted by the customer agency (for Category 2). Units are NOT to be shipped to the customer agency for Category 2 purchases. The offeror will handle and be responsible for the units until the units are properly installed, activated, tested and accepted by the customer agency.

When a firm receives a valid task order under any Category awarded, they shall:

- For Category 1 deliver the stations within 60 Days After Receipt of Order.
- For Category 2, ensure all units are properly installed within the timeframe established in the firms quote as established by the Site Survey portion of the firm's RFQ

For Category 3, upon 5 working days of receipt of task order (or if for next year services and received prior to expiration of current service ensure service is not terminated).

### D.4 SPECIFIC TERMS AND CONDITIONS

Terms and conditions of the offeror's Federal Supply Schedule shall be applicable to this task order with the exception of:

- a. Shipping requirement is F.O.B Destination for this BPA. Should the underlying contract be F.O.B. Origin the offeror, by submitting a quote, agrees to F.O.B. Destination.
- b. Warranty begins at the time of installation for Category 2 and the date of receipt and acceptance for Category 1.



- c. Twelve months of service begins at the time of installation, not the time of delivery (regardless of whether units are under Category 1 or Category 2).
- d. An additional 12 month data service purchased under Category 3 (CLIN 57 or CLIN 58) begins at the end of the base 12 months, or the date the data service is activated. If an order for an additional 12 months of services is not provided prior to the expiration of the services, the services are to be terminated without requiring any interaction by the Government entity. The Government cannot pay for services unless a valid order is in place for the services. A total of 48 months of additional service (aside from the base period of performance) can be ordered off of any BPA awarded for CLIN 57 or CLIN 58 based upon the date of activation.
- e. Invoicing of CLIN 57 or CLIN 58 may only occur AFTER service is provided per GSAM Clause 552.232-74 Invoice Payment which appears in all of the underlying contracts.

## **SECTION E – INSTRUCTIONS TO OFFERORS**

### **E.1 IMPORTANT INFORMATION**

Offerors shall submit questions on the RFQ to [ontheroad@gsa.gov](mailto:ontheroad@gsa.gov) with a copy to David Feliciano at [david.feliciano@gsa.gov](mailto:david.feliciano@gsa.gov) no later than **November 14, 2016, 2:00 P.M., ET.**

The Government reserves the right to evaluate offers and award BPA(s) without seeking additional information. Therefore, the initial quote should contain the Offeror's best terms from both a price and technical standpoint.

Offeror's pricing shall remain firm for at least 180 calendar days after submission.

### **E.2 DUE DATE FOR QUOTES**

QUOTES MUST BE RECEIVED NO LATER THAN **December 5, 2016; 2:00 P.M., ET.** EASTERN TIME AT THE FOLLOWING:

All quotes shall be submitted via GSA e-Buy with a courtesy copy e-mailed to [OntheRoad@gsa.gov](mailto:OntheRoad@gsa.gov) and to David Feliciano at [david.feliciano@gsa.gov](mailto:david.feliciano@gsa.gov) with subject line **"Electric Vehicle Charging Station RFQ Submission"**

### **E.3 QUOTE PREPARATION**

**Read the entire RFQ prior to preparation of your quote. Incomplete quotes may be rejected without further consideration.**

The offeror should be advised that its technical and price quotes, if accepted by the Government, will form binding parts of any Blanket Purchase Agreement (BPA) that results from this solicitation. Therefore, care must be taken to properly address the requirements set forth in the RFQ.

The offeror is required to provide a signed copy of the SF 1449, any amendments issued (if applicable), as well as a complete technical and price quote.

These instructions set forth requirements for preparation and submission of quotes and to establish the format and specific content of each quotations. This is to ensure completeness and suitability for both evaluation purposes and the cohesiveness of the resulting BPA. Be sure that the quote explains how your quotation will fully satisfy all of the requirements of the solicitation.

To aid in evaluation of quotes, each quote shall be clearly and concisely presented in writing. Include all information required by this RFQ, with pages numbered and logically assembled. Each quote shall identify the name of the offeror, date of submission, RFQ number, and other requested information.

A signed Standard Form 1449 with blocks 17a, 17b, 30a, 30b, and 30c filled-in, as well as any attachments as they are applicable to the offer, must be completed and submitted. Should Amendments to the RFQ be issued, the offeror must acknowledge the Amendment and the authorized negotiator must sign and date the amendment.

Each Technical Package shall consist of separate files individually titled and numbered by Category as stated below (e.g., a different package for Category 1, a different package for Category 2, and a different package for Category 3). The required number of pages for each technical volume is also shown below:

**FILE NAME**

[company name], Category [Number] - Technical

Only one Pricing file is required for Pricing labeled below:

[company name] – Price (in the format of Attachment 1 and the supplemental page regarding Installation Services per B.2 Pricing Notes, Item 7)

A separate Attachment 1 is required for each brand name offered. The firm must identify the brand name offered in Attachment 1.

**If an offeror does not provide Pricing for a Category, even if the Technical Package is submitted, the quote will be rejected. Similarly, if Pricing is provided for a Category but no Technical Package is received for that Category the quote will be rejected.**

Please label each file per the filing name convention above. Technical files must be in any Microsoft Office format or PDF file and price must be in the Excel pricing spreadsheet issued with the RFQ.

The following two items (a technical quote and a pricing quote) as well as subsequent sub-items shall be included in the Offeror's quote.

### **E.3.1 TECHNICAL QUOTE INSTRUCTIONS**

Offerors are required to submit a Technical Quote in the format specified and address the following factors:

#### **FACTOR 1 – TECHNICAL REQUIREMENTS – Pages are inclusive of the table of contents, charts, exhibits, and any other materials the offeror deems required.**

This should include at a minimum:

- Documented evidence and detailed descriptions of how the offeror will meet all of the requirements set forth in Section C demonstrating an understanding of the stated requirements and how it will meet them.
- Configuration, model and basic dimensions of offered products
- Customer service including but not limited to account set-up and activation, warranty and customer service
- Documented evidence of quality assurance procedures or a quality system
- Identification that EVSE is compatible with commercially available EVs to include EVs with SAE J1772 connection types or CHAdeMo connection types
- Data services including ability to capture, store and transmit data as well as access levels

Separate Technical Approaches will be required when submitting offers for:

- EVSE without installation services (Category 1)
- EVSE with basic installation services (Category 2)
- Data services (Category 3)

Page limits for Technical Requirements are as follows:

- EVSE without installation 10 pages
- EVSE with basic installation 20 pages
- Data Services 7 pages

All technical submission pages standard letter size paper (8.5 inches by 11 inches) and must be single-spaced in Times New Roman size 12 font with no less than one-half inch margins from the top, bottom, and sides.

#### **FACTOR 2 – MANAGEMENT APPROACH – Pages are inclusive of the table of contents, charts, exhibits, and any other materials the Offeror deems required.**

The Offeror shall provide a detailed plan that includes a description of the proposed approach to support the rapid deployment of the EVSE including how the offeror will set up account viewer levels in the data portal, plans on how to quickly and efficiently set up accounts and how offeror will communicate to agency when the year of data is expiring and create a smooth transition to purchase of new data plan.

- Shall also identify the key personnel to be assigned to this BPA and supply resumes to include technical expertise, background, experience, and current job functions.

- Describe how key personnel will handle order entry, production, delivery, and logistics, of the equipment.
- Describe the quality assurance procedures to be employed for this effort and describe what oversight will be provided as it pertains to the solution solicited.

Separate Management Approaches will be required for vendors submitting offers for:

- EVSE without basic installation services (Category 1)
- EVSE with basic installation services (Category 2)
- Data services (Category 3)

Page limits for Management Approaches are as follows:

- EVSE without basic installation 8 pages
- EVSE with basic installation 15 pages
- Data Services 10 pages

All technical submission pages standard letter size paper (8.5 inches by 11 inches) and must be single-spaced in Times New Roman size 12 font with no less than one-half inch margins from the top, bottom, and sides.

### **FACTOR 3 – PERFORMANCE – Page Limit 2 pages per Category offered (see below)**

The Offeror shall provide descriptions of two (2) similar work projects as those described herein performed during the past two (2) years, including references to specific organizations served. Sufficient information should be provided to allow the Government to contact the organizations served and assess the quality of the services provided. At a minimum the reference must have: EXPERIENCE/PAST Contact name (who has knowledge of the contract and the offeror's performance):

- Contact address
- Contact telephone number and fax number
- Contact email address

Separate Past Performance information will be required for vendors submitting offers for:

- EVSE without basic installation services (Category 1) limit 2 pages
- EVSE with basic installation services (Category 2) limit 2 pages
- Data services (Category 3) limit 2 pages

All technical submission pages standard letter size paper (8.5 inches by 11 inches) and must be single-spaced in Times New Roman size 12 font with no less than one-half inch margins from the top, bottom, and sides.

### **E.3.2 PRICE QUOTE INSTRUCTIONS**

Price quote contents shall include the following information:

- Include Name of offeror, GSA Contract Number and SIN.
- DUNS Number (can be entered in Attachment 1)

- Completed pricing spreadsheet referenced in Paragraph B.1, also referred to as Attachment 1
- For Quotes on Category 2 Pricing for installation services must be provided per Paragraph B.2 Pricing Notes, Item 7.

Offerors must provide the prices of products offered as well as part numbers. Prices listed shall include hardware, the first year of data services software (for networked CLINs 1-8, 9-16, 25, 26, 31-38, 39-46, 55, and 56 only).

Offeror shall clearly articulate, on a separate page, pricing assumptions, if any. The Price Quote must cross-walk back the offered price to its GSA contract pricing and identify what discounts are offered. Firms must provide copies of their GSA Pricelist and show/identify in the GSA Pricelist where the products are offered and the pricing

## SECTION F – EVALUATION OF QUOTE AND BASIS FOR AWARD

The Government will award BPA's resulting from this RFQ to the responsible offeror(s) whose quotation conforming to the RFQ will be the lowest price technically acceptable quote.

The Government will evaluate quotes on a low price-technically acceptable basis.

- Factor 1: Technical Requirements
- Factor 2: Management Approach
- Factor 3: Performance

Should a firm receive an unacceptable rating in any of the above categories the quote will be rejected.

- Factor 4: Price – Price will be awarded by low price, by brand name, by CLIN.

### 1. TECHNICAL REQUIREMENTS

Offerors shall provide the technical specifications of the offered EVSE and related services. Products offered must at a minimum meet all the technical requirements as stated in this RFQ. By submitting a quote the offeror is certifying that, with any noted exceptions, the EVSE and services being offered meet the requirements as stated in the RFQ. **Any exceptions to the requirements must be prominently stated in a cover letter and will be evaluated as to acceptability.** GSA reserves the right to reject the quote should any exception be taken to the requirements. Should the response or exception be deemed unacceptable or if the items quoted are unavailable under the GSA contract at the time of the closure of this RFQ, the quote will be rejected.

The acceptability of the technical portion of each quote will be based upon an evaluation by a Technical Evaluation Team (TET). The TET will evaluate all items of the quotes for technical acceptability. The TET may suggest that the Contracting Officer request clarifications from an offeror(s). If an offeror is found to be technically unacceptable in any technical factors they will be determined to be technically unacceptable overall.

The TET will consist of GSA Fleet Engineering Staff and GSA Fleet Program Office staff and the technical review will be on a go/no-go basis. Either the technical information meets the requirements or it does not meet the requirements.

## 2. MANAGEMENT APPROACH

Offeror demonstrates it has the ability to successfully manage this effort. Offeror has the documented commercially acceptable industry quality processes/systems to assure complete compliance with all solicitation requirements and management oversight to include oversight of delivery, ensuring of collection and accuracy of data as identified by vehicle, and access of said data to the appropriate individuals/agencies.

In addition, for Category 2 (EVSE WITH BASIC INSTALLATION):

- Identify the methodology of site survey coordination.
- How the offeror will ensure that the installation will be performed within the timeframe established by the site survey and that the EVSE units will not be provided separately to the customer agency since the customer agency will not store the units on behalf of the offeror. The offeror/installer is responsible for delivering the stations at the time of installation. The offeror must address all steps involved in responding to a Category 2 quote. This includes:
  - receipt until final installation and testing of the stations
  - offering and delivery of data services
  - the ability/procedures for customer agencies as well as GSA Fleet (for GSA Fleet vehicles) to obtain data access required in Section C
  - how the firm will designate/ensure that information is secured and accessible.

In addition, for Category 3 Data Services:

- Process/procedure for future year services.
- How the firm will ensure/notify the customer agency which units are about to expire – giving at least a 60 day notice.
- Ensure proper termination of services (e.g., turned off if services are not paid for, ensuring activating services when order is received, invoicing identifying EVSE by model number for data services).

## 3. PERFORMANCE

Provide past performance related specifically to the offeror's experience in providing EVSE and related services. The past performance must be for customers who have received your product in

the past 2 years. Vendors shall provide a minimum of two (2) and a maximum of four (4) past performance contacts per each Category Offered (EVSE not Installed, EVSE with Installation, and Data Services). Include the customer's name, address, point of contact, telephone number, and an email address. Include a brief description of the product(s) provided to the customer and the overall dollar value of the procurement.

Past performance will be used to determine the quality of your product and whether or not there have been negative performance issues. Since this is a low price technically acceptable evaluation, if an offeror's past performance is deemed neutral or acceptable they will be eligible for award. If the offeror's past performance is not acceptable based upon the past performance information obtained, the Government may reject the offeror's quote. GSA may use other sources of information regarding past performance and is not required to rely solely on past performance references. Should GSA not be able to obtain any past performance information, the offeror's past performance shall be rated 'Neutral'.

#### 4. PRICE

In Section B-Schedule of Items-Attachment 1, Pricing Spreadsheet, provide the pricing for each contract line item number (CLIN) along with each sub-CLIN. All prices submitted by the offeror will be evaluated based on the total price under each CLIN, summing all sub-CLINs. Pricing will be evaluated separately by CLIN to identify the vendor with the lowest price technically acceptable per CLIN. One branded product per CLIN will be accepted (e.g., only one award for brand x, only one award for brand y, etc.).

Installation pricing will simply be verified as to what is specifically available under the firm's GSA contract. The firm must provide the pricing established for the basic installation under the appropriate SIN under the firm's GSA contract. This includes all items under contract necessary for basic installation services so may include as an example Electrician Services, junction boxes, breaker boxes, and wire. All items list must appear under the firm's GSA Pricelist under the appropriate SIN. Failure to provide this information and supporting documentation that the product/service is available under the MAS contract may result in rejection of Category 2 quotes.

For purposes of installation services, evaluation at the BPA level will simply be to ensure that the services (and any noted parts/supplies) are available under the firm's contract under the appropriate SIN.

Basic installation pricing (not to include architectural and engineering services) shall be provided to the purchasing agency Contracting Officer at the individual task order level. Evaluation of the basic installation price will be conducted by the purchasing agency Contracting Officer at the task order level as lowest priced and technically acceptable.

In Attachment 1, identify the discount offered from your GSA Price, if any, and provide the total price inclusive of all costs. Supporting documentation for estimated costs is required. As mentioned above for the purpose of evaluation a CLIN includes the prices under each sub-CLINs:



### **Example: Category 1 - without Installation Services:**

Example:

CLIN 1 is for a Level II - Fleet/Home Networked Station - Wall Mount - Single Port with 12 months of data services (No installation)

It has Sub-CLIN 1A for Gateway and Sub-CLIN 1B for Non-Gateway.

Overall pricing for CLIN 1 will be evaluated by adding together the pricing quoted for Sub-CLIN 1A and Sub-CLIN 1B to determine the overall lowest price (by brand name) for CLIN 1.

### **Example: Category 2 - Inclusive of Installation Services:**

Price will be calculated the same as for Category 1--CLINs will be evaluated by summing up the total of each Sub-CLIN. The price for basic installation will not be included in the price evaluation, however the firm must provide what is included under the contract for basic installation with the pricing awarded under the MAS Contract with supporting documentation (See paragraph B.2 Pricing Notes, Item 7). Failure to provide this information may result in the firm's quote for Category 2 to be rejected.

Example:

CLIN 31 is Level II - Fleet/Home Networked Station - Wall Mount - Single Port with 12 months of data services & **Installation**

It includes 3 Sub-CLINs: Sub-CLIN 31A, a Gateway Station; Sub-CLIN 31B, a Non-Gateway station and Sub-CLIN 31C, for Basic Installation.

Overall pricing for CLIN 31 will be evaluated by adding together the pricing quoted for Sub-CLIN 31A and Sub-CLIN 31B to determine the overall lowest price (by brand name) for CLIN 31. In regards to installation Sub-CLINs (e.g. Sub-CLIN 31C), the firm will provide information on what specific services and supplies are included under the firm's underlying contract with supporting documentation. Unless stated otherwise, the firm is certifying that these services and supplies apply to all CLINs offered under Category 2. If prices for services and supplies vary by CLIN the firm must provide appropriate pricing information and supporting documentation.

### **Example: Category 3 - Data Services**

Price will be calculated by taking the monthly fee for each option year and multiplying it by 12 and then adding each of the 4 years together.

Example:

CLIN 57 has 4 Sub-CLINs:

57A for the second year of services for installed unit the fee is \$5.00/month per networked EVSE  
57B for the third year of services for installed unit the fee is \$5.00/month per networked EVSE

57C for the fourth year of services for installed unit the fee is \$6.00/month per networked EVSE  
57D for the fifth year of services for installed unit the fee is \$6.00/month per networked EVSE

Determining low price (per branded service network [e.g. Chargepoint]) will take the monthly fee for each option year (sub-CLIN), multiplied by 12 (for 12 months of service) and add each year together. Using the example pricing above, the CLIN price would be:

$(\$5.00 \times 12) + (\$5.00 \times 12) + (\$6.00 \times 12) + (\$6.00 \times 12) = \$264.00$  per networked EVSE

#### OTHER INFORMATION:

Offeror may only offer products and services that are available on their GSA Schedule contract. If an offeror offers products and services that are not available under their GSA contract at the time of the closing of the RFQ, then the offeror's quote for that item shall be rejected. **It is the responsibility of the offeror to provide supporting documentation with their quote that all products or services offered are available by providing either screenshots from GSA Advantage or by providing a copy of any relevant modification which shows the products and services are available under their GSA Schedule contract, under the correct Schedule and Special Item Number at the time of the closing of the RFQ.**

Offeror's pricing shall remain firm for at least 180 calendar days after submittal for evaluation. Pricing awarded will be valid for the duration of any BPA awarded.

The Government will evaluate all responses received using the stated evaluation criteria and taking into consideration the scope of the requirements. Award will be made to the responsible offerors with the lowest price, technically acceptable quote per CLIN that conforms to all the requirements of this RFQ per brand name. The Contracting Officer intends to make award based on initial quotes without seeking additional information. However, the Contracting Officer reserves the right to obtain additional information if necessary.

The following adjectival rating tables shall be used to rate quotes. Table 1 will be used to assign a rating to Factor 1 and Factor 2. Table 2 will be used to assign a rating to Factor 3. The evaluator will use the appropriate table and select one of the adjectival ratings that most clearly reflect the assessment of the quotes based on the established evaluation criteria. Price quotes will not receive an adjectival rating.

**Table 1 – Factor 1 and Factor 2 – Technical Capability and Management Capability**

Acceptable (A)	The quote meets the stated requirements. The response is considered complete in terms of the basic content and level of information the Government seeks for evaluation. There is a reasonable probability of success to meet the requirements and little risk that the offeror would fail. There are no deficiencies, and only minor weaknesses.
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Unacceptable (U)	The quote demonstrates an approach which will very likely not be capable of meeting all requirements and objectives. The approach contains deficiencies and/or has numerous significant weaknesses as to constitute deficiencies. The solutions proposed are considered to reflect very high risk in that they lack any clarity or precision, are unsupported, or indicate a lack of understanding of the requirement.
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**Table 2 – Factor 3 – Past Performance**

Satisfactory (S)	The past performance represents that the firm is capable of adequately performing the requirement. This rating indicates a low level of performance risk to the government.
Neutral (N)	Indicates that the firm’s references could not be verified or that the offeror lacks relevant past performance experience.
Unacceptable (U)	Indicates that the firm has historically failed to perform in a satisfactory manner in the fulfillment of like or similar requirements. This rating indicates an unacceptable level of performance risk.

**Definitions for Deficiency and Weakness:**

Deficiency: a material failure of a quote to meet a Government requirement or a combination of significant weaknesses in a quote that increases the risk of unsuccessful contract performance to an unacceptable level.

Weakness: a flaw in the quote that increases the risk of unsuccessful contract performance. A “significant weakness” in the quote is a flaw that appreciably increases the risk of unsuccessful contract performance.

In addition to responding via eBuy, please submit your offeror’s quote electronically to [ontheroad@gsa.gov](mailto:ontheroad@gsa.gov), subject line: “Response to Solicitation RFQ QMAA-JM-160017-D” by the specified time and date stipulated above. Should the quote NOT be received in eBuy or [ontheroad@gsa.gov](mailto:ontheroad@gsa.gov) by the time and date stipulated in this request for quote, then this office may not accept or review the offeror’s quote and the offeror will not be considered for award unless the offeror is the only quote received.

Additional Clauses:

## **52.227-14 -- Rights in Data -- General (May 2014)**

(a) *Definitions.* As used in this clause--

“Computer database” or “database” means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

“Computer software”—

### *(1) Means*

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

“Computer software documentation” means owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

“Data” means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data” means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

“Limited rights” means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“Limited rights data” means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

”Restricted computer software” means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is copyrighted computer software, including minor modifications of the computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data” means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

“Unlimited rights” means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

*(b) Allocation of rights.*

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in—

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright*—

(1) *Data first produced in the performance of this contract.*

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause or; if such data are restricted computer software, the Government shall acquire a copyright license as set forth in subparagraph (g)(4) of this clause (if included in this contract) or as

otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized otherwise in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) of this clause and use of the notices is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer

determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of this clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as a result of the Government removing or ignoring authorized markings on data delivered under this contract.

*(f) Omitted or incorrect markings.*

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of such data, permission to have authorized notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.



(3) If data has been marked with an incorrect notice, the Contracting Officer may—

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized, or

(ii) Correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall—

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of Clause)

The following questions & answers were provided as part of the RFQ in order to assist firms in submitting quote:

### **Questions and Answers:**

1. Suggestion: offering the continual subscription can only add to the cost for the agency by involvement of the middle person as well as IFF. It would seem more cost-effective for the end customer to pay its own subscription to the back-end network provided.

This RFQ is to obtain products and services that are available under MAS contracts. GSA is providing options to the Customer Agencies which they have the ability to use or not use. It is in the best interest of the Government to require these services under the

BPA and each Customer Agency will determine whether to use any awarded BPA for future year services or to use alternative means to obtain these services.

2. Some vendors require defective item be shipped at customer's expense. Each manufacturer has a different repair and replacement policy. Some pay for shipping and some don't. Can you comment please?

The requirements of the RFQ stand as written. If a firm takes an exception to the terms and conditions they must state it as an exception – which may result in the firm's quote being rejected.

3. Please clarify that the transaction is tied to the driver/user's input to the EVSE as there is no way to identify the vehicle.

GSA disagrees. We have successfully had EVSE provide GSA with vehicle level data under previous pilots where the product and service was provided under MAS Contracts. The requirement remains unchanged.

4. Most network providers do not offer monthly subscriptions; therefore there may be a cancellation fee for mid-term termination. Can we include that in the terms of this RFP? Reference p22 D.4.d

Page 22 Paragraph D.4.d has nothing regarding cancellation for mid-term termination. Paragraph C.3.2.2 addresses cancellation of data services. Should there be any cancellation fee it must be stated in a separate sheet and it must DIRECTLY TIE BACK TO THE FIRM'S MAS CONTRACT WHERE THE MAS PRICELIST SPECIFICALLY REFERENCES AND SHOWS ANY CANCELLATION FEE. If the firm does not have this specifically referenced and provide a copy of the information pulled DIRECTLY FROM THE FIRM'S GSA PRICELIST it is not considered part of the firm's contract and, as such, is not available to be charged. If a firm adds cancellation fees not under contract the firm's quote may be rejected for offering open market fees not available or covered under the firm's MAS Contract.

5. It would considerably add to the cost of the agency if the contractor was the conduit in the monthly card fee and revenues. Please comment.

We do not understand the question as written and therefore cannot provide comment.

6. RFP states 60 days for delivery of EVSE, but Category 3 says deliver networking 5 days after Task Order. Wouldn't this be after installation of EV station? Page 21

Category 3 (EVSE Data Services) apply only for future year services. The base 12 month service is included in the pricing for Level 2 or DC Fast Charging units. If the service is already being provided, or was turned off (due to cancellation or expiration of services) then Data Services are required to be turned on within 5 working days after receipt of the

task order or simply continuation of the Data Services if the services were not cancelled or expired.

7. The products we have on GSA schedule is FOB Factory, therefore the price in our response to this RFP will be different than that published on Advantage. Is that acceptable? p21 D.4.a

The firm will need to provide supporting documentation to justify their pricing for shipping as well as provide supporting documentation from their GSA Pricelist showing FOB Origin for the SIN in question. The firm must agree to FOB Destination terms and evaluation will be at the total price quoted inclusive of the cost of shipping. Therefore it is essential that the firm provide the supporting documentation. Since GSA expects significant discounts off of the GSA Pricelist for the EVSE Stations off of this RFQ, it would be expected that irrespective of the cost of shipping the overall price for each unit would be less than the GSA Multiple Award Schedule Price.

8. On Attachment 1 Pricing sheet there is a Tab 2 that partially duplicates CLIN's at top 1 1A etc. Is this an error or meant to be filled out?

Sheet 2 of Attachment 1 should have been blank. We will provide a clean version of Attachment 1 with the Q&A. Pricing will be required on the revised Attachment 1.

9. By term of "specifications" in the context of Exceptions (pg. 9) do you mean the context of Section C, the entire RFP or something else?

Any exception in the entire RFP must be noted on a separate sheet of paper and label it EXCEPTIONS TO RFQ QMAA-JM-160017-D.

10. What is the relevance of Canadian codes to this RFP? Page 11

Canadian Standards Association (CSA) is a Nationally Recognized Testing Laboratory who manufacturers' may use to perform testing and obtain listing or certification of their products. CSA is a comparable third party certification body to Underwriters Laboratories.

11. UL2202 seems to be missing in many manufacturers list, can you please comment on its requirement. Also it seems to do with on board battery chargers? Page 11

UL 2202- Standard for Safety of Electric Vehicle Charging System Equipment is one of cited safety standards that EVSE may comply to. The offeror shall identify the listing of their offered products in accordance to the instructions in the RFQ. The scope of this standard includes off board and on board chargers.

12. C.3.2 DATA TRANSMISSION Attachment 2 mentioned it is the file format for data reporting in paragraph 3. There is no Attachment 2 in the downloaded files nor attached within the Solicitation. Please advise.

Language in the last paragraph is changed FROM:

“Any vendors that are awarded a CLIN with networked or data services for GSA Fleet leased vehicles shall be capable and willing to transmit data in a format similar to the file format in Attachment 2.”

TO:

“Any vendors that are awarded a CLIN with networked or data services for GSA Fleet leased vehicles shall be capable and willing to transmit data in a format as provided commercially under the firm’s Multiple Award Schedule Contract. The firm will provide a copy of the data formatting they provide under their Multiple Award Schedule Contract.”

13. There are manufacturer’s "set up" fees involved for the EV stations. Is that allowed on category 2 pricing, or is it strictly ancillary hardware?

Per B.2 on page 6 “Each awarded CLIN shall include, but not be limited to, the charging unit head and all mounting hardware required to support the unit head, 12 months of service (for networked stations) as well as the cost of activation and assistance with user account set-up.” Any/all pricing submitted must be available under the firm’s GSA Multiple Award Schedule Pricelist. A cross-walk showing how final pricing was derived is required as stipulated in paragraph E.3.2.

14. It is noted to identify discount for GSA pricing, if any? How/where do we indicate this discount when there is only one price column on the pricing sheet? Page 28

There are multiple columns under Attachment 1. Column H is for the MAS (Multiple Award Schedule) Price Column “T” is for the discounted BPA Price in dollars.

15. Pg. 28, Sec 4 para 1 does the text intend to say "Model X" as opposed to "Brand X"?

No. This is an example that only one award per brand name per CLIN will be awarded.

16. The RFP requires that the offeror provide a free site-survey subsequent to every RFQ. This is normal for ordinary RFQs, but given that the BPA will restrict the number of offerors, required to respond throughout the US, will result in a considerable expense that affects both the average cost to the government, as well as become major a hindrance to small-business participation. We'd like to suggest an alternative analogous to other IDIQs such as FEMP-Enable with per-qualified offerors. Their process entails the issuance of a Notice of Opportunity (NOO), from whose responses one offeror will be selected who

will then provide the cost-free site-survey and the price and technical proposals. There will be the implied understanding that if it meets all general and specific conditions stipulated in the NOO (and other applicable agreements such as the BPA) it will be awarded. If awarded, the initial site survey (equivalent to the IGA/FP costs) is allowed to be added in the implementation cost.

The requirement remains as originally written.

17. Quarterly report: does the dollar value include the cumulative network fees? Pg. 17

As stated in 3.4.1, "The offeror will provide a cumulative total dollar value of all business under the BPA with each report."

18. We intend to quote Category 1, 2 and 3; please confirm that there are no restrictions to quote products only and products with basic installation and services.

Provide pricing as specified in the RFQ for each Category for each CLIN offered. In order to be eligible, a firm must provide products and services which are available and awarded under the Multiple Award Schedule Contract and shown in the firm's GSA Multiple Award Schedule Pricelist as noted under each Category – so as an example, somebody who has a contract under SIN 272 105 under Multiple Award Schedule 23 V is not eligible to submit quotes under Category 2.

19. C.3.2 "The offeror has 30 days to transition..." Please clarify if related to cellular networking or network operator.

Both. If either the cellular network or the network operator becomes obsolete the new cellular network and/or the network operator would be required.

20. C.3.2 "...similar to the file format in Attachment 2". We do not see any Attachment 2. Are you referring to the list of information per charging session" shown in section C.3.2.1?

See response to question 12 above.

21. C.3.2.1 "13. Time of Charging Pricing". Are you asking if the station can charge multiple rates at multiple times during the day?

No. The Data being asked for is the dollar amount (if applicable) for the charging time that the specific vehicle was being charged.

Also since this section addressed information Specifically for GSA Access on GSA Fleet Vehicles, all Federal Government Vehicles which have a license plate starting with the letter "G" are GSA Fleet Vehicles. GSA Fleet only requires data information on GSA Fleet Vehicles.

22. C1.2 (c) “208/480v @ 50 amps minimum; a minimum output of 24kW;”. To have 24kW output, the input at 480V is 30A per phase. Stating 50A minimum contradicts this.

The requirement does not specify primary or input capacity to the EVSE. The rating of 24KW is an output capacity and equivalent to 50 Amperes at 480V single phase,  $480V \times 50A = 24,000$  watts (24kW).

23. C3.1.6 “The EVSE communications architecture shall comply with the referenced SAE (J2293/2) publication in Section C.2.1.”

GSA does not understand the question as no question was asked.

24. Section C.2.1 doesn’t have a reference to SAE J2293/2. What is the purpose of the J2293/2 requirement and does it apply to all levels of EVSE (L1, L2, DC)?

All EVSE shall comply with SAE J2293/2- Energy Transfer Systems for Electric Vehicles- Communication Requirements and Network

25. C1.2 (b) and (c) indicate that all three forms of communication (Cellular, Ethernet, Wi-Fi) must be supported. Please clarify if an EVSE can support just one or more of these communication forms or if an EVSE must support all 3 forms.

Paragraph C.1.2 (b) states, in part,

“All charge ports on networked stations at a minimum shall have the ability to connect via cellular communications, OR Ethernet (if the customer specifies he/she has Ethernet near location of station), OR via WiFi. All Offerors shall list their type of connectivity in their responses; 12 months of data capture and storage capabilities to begin after installation.”

26. C1.2 (c) indicates 50A minimum, but 24kW stations at 480V operate at 30A. Please clarify that 480V@30A is acceptable for a 24kW DC station.

See response to question 22.

27. C3.1.6 states “communications architecture shall comply with the referenced SAE (J2293/2) publication in Section C2.1”, however Section C2.1 contains no reference to J2293/2. Please indicate the purpose of this requirement and if it applies to all levels/types of EVSE being requested.

All EVSE shall comply to SAE J2293/2- Energy Transfer Systems for Electric Vehicles- Communication Requirements and Network Types of EVSE being requested.

28. Can the BPA offer pricing be different than what is on GSA Advantage – can we offer more of a discount for this BPA?

Yes. Each firm is encouraged to offer pricing less than that awarded under the firm's Multiple Award Schedule. With the exception of transportation costs for firms who have FOB Origin vs. FOB Destination pricing (and with supporting documentation for the cost of shipping see question 7 above) GSA expects pricing to be significantly lower than that awarded under the MAS contract.

29. Page 4 – Definitions a. Site Survey – this only applies to Category 2 offerors, not Category 1 correct?

Correct.

30. Page 10 – C.1.2 (b) If Ethernet or cellular service is not available  
a. Who will pay to have cell repeater/extender installed or whatever is necessary to connect the station?

GSA revised the requirement. See the changed language in section A of this Amendment.

- b. Section C1.2 (b) seems to indicate that all three forms of communication (Cellular, Ethernet, WiFi) must be supported. Please clarify if an EVSE must support only one or more of these communication forms or if an EVSE must support all 3 forms.

See response to question 25.

- c. Section C1.2 (c) indicates 50A minimum, but 24kW stations at 480V operate at 30A. Please clarify that 480V @30A is acceptable for a 24kW DC station.

See response to question 22.

31. Page 11 – C.1.2 SCOPE (e) Data services paid for in monthly installations for EVSE with network capabilities, is the expectation to invoice monthly? Our network services are considered “maintenance” and “O&M” cost and would like to be charged annually. In our experience with our current BPA, the government agencies did not want to pay monthly or quarterly in arrears since the annual amount is only about \$275/year per port.

Invoicing for Data Services for Category 3 will be after the service is provided no more frequently than monthly. Services may be billed less frequently (e.g. quarterly or annually) but billing cannot occur until after the services are received.

32. Page 13 - Section C3.1.6 states “communications architecture shall comply with the referenced SAE (J2293/2) publication in Section C2.1”, however Section C2.1 contains no reference to J2293/2. Please indicate the purpose of this requirement and if it applies to all levels/types of EVSE being requested.

All EVSE shall comply with SAE J2293/2- Energy Transfer Systems for Electric Vehicles- Communication Requirements and Network

33. Page 14 – C.3.2 Data Transmission If communication network becomes obsolete – does this relate to Cellular networking such as when AT&T shut down their 2G services?

See response to question 19.

34. Page 16 – C.3.2.4 payment collection didn't mention WEX cards; do you need this form of payment for this BPA?

While WEX was not specifically mentioned, if a firm can offer WEX as well as other cards listed in C.3.2.4 they can provide this information in their Technical Response.

35. Page 21 - D.2 F.O.B. DESTINATION

- a. How do we quote FOB for each unit when possibly shipping to Alaska, Hawaii and Puerto Rico – it is obviously much more expensive to ship to Alaska, Hawaii and Puerto Rico than within the 48 contiguous states and D.C.? To ship to Alaska, Hawaii or Puerto Rico requires crate and freight, not just regular UPS.

See question 7.

It should be noted that in order to be eligible for BPA Award, the firm MUST OFFER shipping to Alaska, Hawaii, and Puerto Rico. If the firm's underlying contract is inclusive of only the 48 contiguous states and the District of Columbia and does not specifically include Alaska, Hawaii, and Puerto Rico (or US Territories) then the firm will be INELIGIBLE FOR AWARD.

36. Page 22 Section E.1 – pricing shall remain firm for at least 180 calendar days after submission, does that mean GSA has at least 180 days to award this BPA?

Yes. If it takes longer we will verify that the quote from the firm is still valid prior to making award.

37. Page 25 Factor 3 Performance

- a. (Question Rephrased) For reporting – the reporting only applies for any BPA awarded under this specific RFQ and no other BPAs – correct?

Correct. Reporting is only for orders under any BPA awarded under this solicitation.

38. Open market items are not being accepted for this RFQ, is that correct?

Correct. NO OPEN MARKET ITEMS CAN BE QUOTED.

39. Can any other questions be asked after Nov 14<sup>th</sup> and prior to Dec 5<sup>th</sup>?



No.

40. What is the difference between 1A and 2A on Attachment 1?

Category/CLIN	Network/Non-network OR Gateway/Non Gateway	Length of Cord	EVSE Manufacturer	EVSE Model Number	Name of Offeror	Product Under Firm's MAS Contract (Y/N)	MAS Price \$ Per Item included	Proposed BPA Price (\$) [price is for entire Period of Performance (Base Period plus all options)]
<b>CATEGORY 1: EVSE without Installaiton</b>								
1	Level II - Fleet/Home Networked Station - Wall Mount - Single Port with one year of data services (No installation)							
1A	Gateway							
1B	Non-Gateway							
2	Level II - Fleet/Home Networked Station - Wall Mount - Single Port with one year of data services (No installation)							
2A	Gateway							

CLIN 1 includes SUBCLIN 1A and SUBCLIN 1B, CLIN 2 only has SUBCLIN 2A. GSA is not purchasing a 'Non-Gateway' Station under CLIN 2. There may be occasions where a Customer Agency has need of a Gateway Station but does not require Non-Gateway Stations (e.g. they purchasing just one station). Refer to the Definitions for the difference between Gateway vs. Non-Gateway stations.